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Union: **Southwestern Central School Non-Instructional Unit 6312, CSEA, AFSCME, AFL-CIO**

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SEN/6247

Collective Bargaining Agreement

by and between



Local 807 Unit 6312

and the

Southwestern Central School District

July 1, 2012 through June 30, 2016

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2013-2014 - 72.00000000
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PREAMBLE

It shall be the public policy of the Southwestern Central School District and the purpose of the Agreement to promote harmonious and cooperative relationships between the Southwestern Central School District and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the school. This Agreement is made between the Southwestern Central School District, hereinafter referred to as the "Employer", and Southwestern Central School Unit 6312, Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the "CSEA".

ARTICLE I

Recognition

The Board of Education of Southwestern Central School District, upon receipt of written proof of membership of more than 50% of eligible non-teaching personnel, shall recognize the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, as the exclusive Bargaining Agent for non-teaching personnel in the Southwestern School District.

Those persons included in the Unit for negotiating purposes are as follows:

- a. Clerical staff of the School District
- b. Custodial and Maintenance staffs of the School District
- c. Garage, Bus Driver staff and School Bus Attendants of the School District
- d. Cafeteria Monitors of the School District
- e. Teacher Aides of the School District
- f. Central Processing Library Clerks of the School District
- g. Personal Computer Specialist

The following specified non-instructional positions will be excluded from the Southwestern Central School District Unit 6312, Civil Service Employees Associations, Inc., Local 1000, AFSCME, AFL-CIO:

- a. Secretary to Superintendent
- b. Secretary to School Business Administrator
- c. Transportation Supervisor/Head Bus Driver
- d. Superintendent of Buildings and Grounds
- e. All other central office employees

The non-teaching personnel affirm that they do not assert the right to strike against the Employer, and they shall not cause, instigate, encourage or condone a strike, or concerted stoppage of work or slowdown by the employees.

ARTICLE II

Dues Deduction

Section I. The Board of Education agrees to withhold organizational dues as specified by the employee and requested, in writing, as follows:

"I _____, do hereby authorize the Southwestern School Board to withhold from my salary or wages organizational dues as indicated below in the amount and at the rate specified and to transmit same to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. I hereby release the Southwestern School Board and its officials from any responsibility concerning the use or application of said dues once they have

been transmitted to the designated organization. This authorization shall take effect at the next regular payment of salary or wages occurring five days subsequent to the date of filing the authorization with the Employer, provided that this authorization must be filed by September 15 to be effective during the second semester. This authorization shall remain in effect until receipt of a signed revocation."

Section 1.a. Bargaining Unit employees who were Union members on June 1, 1986, will either remain as Union members or pay an agency fee equivalent to Union dues. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

The Association agrees to indemnify the Southwestern Central School District Board of Education and hold it harmless against any and all suits, claims demands and liabilities that may arise out of or by reason of any action that may be taken by the Board of Education for the purpose of complying with the provisions of such deductions as are herein set forth or in reliance upon any authorization card or list relating thereto which is furnished to the Board of Education by the Association.

Section 1.b. Dues shall be deducted at an equal amount of twenty-one (21) pay periods per year commencing with the first pay period in September of 1981.

Section 2. Board minutes of meetings held subsequent to July 1, 1970 and in which reference is made to the names, work locations and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit, shall be provided for the CSEA upon their request.

ARTICLE III

Rights of CSEA

Section 1. The CSEA shall have a sole and exclusive right with respect to other employees' organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

Section 2. On the effective date of this Agreement, the Employer shall supply to the Unit President a list of all employees in the Bargaining Unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deduction (for CSEA sponsoring insurance), and the first date of employment. Such information shall thereafter be provided to the Southwestern Central School District on an annual basis.

Section 3. Four (4) copies of the Board agenda will be sent to the CSEA President two (2) days before a Board meeting. Minutes of the Southwestern Central School District Board of Education shall be given to the Unit President upon finalization/adoption.

ARTICLE IV

Rights of Employer

Section 1. Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees, to hire, promote, suspend and to take disciplinary action, and to otherwise take whatever actions are necessary to carry out the function of the Employer.

Section 2. Under the terms of this Agreement and pursuant to the Public Employees Fair Employment Act, the Employer shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with CSEA.

ARTICLE V

Rights of Employees

Section 1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

Section 2. An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance or appeal proceeding with the exception that CSEA must be permitted entrance, subject to approval of the employee, to all such proceedings and must be informed of any decisions surrounding the case.

ARTICLE VI

Salary and Wages

Section 1. Effective July 1, 2012 and for the duration of this contract, starting salaries shall be those referenced in Section 3 of Article VI, below.

Section 2.

- a. Each CSEA member employed by the District for at least one full calendar-year as of the date of ratification of this agreement shall receive a one-time payment of \$400 for the 2012-2013 school year. CSEA members employed by the District for less than one full calendar-year as of the date of ratification shall receive a pro-rata one-time payment equal to 1/12 or 1/10 of \$400 for each month they have been employed by the District.
- b. Effective July 1, 2013, each employee's annual salary or hourly rate in effect on June 30, 2013 shall be increased by 2%.

- c. Effective July 1, 2014, each employee's annual salary or hourly rate in effect on June 30, 2014 shall be increased by 2%.
- d. Effective July 1, 2015, each employee's annual salary or hourly rate in effect on June 30, 2015 shall be increased by 2%.

Section 3.

a. Starting Salary Schedule*

	12-13	13-14	14-15	15-16
Cleaner	\$ 11.14	\$ 11.14	\$ 11.14	\$ 11.14
Clerk II	\$ 11.25	\$ 11.25	\$ 11.25	\$ 11.25
Custodian	\$ 11.85	\$ 11.85	\$ 11.85	\$ 11.85
Groundskeeper	\$ 12.46	\$ 12.71	\$ 12.71	\$ 12.71
Building Maintenance Mechanic	\$ 12.75	\$ 12.75	\$ 12.75	\$ 12.75
Mechanic II	\$ 13.11	\$ 13.36	\$ 13.61	\$ 13.86
Head Custodian	\$ 12.89	\$ 12.89	\$ 12.89	\$ 12.89
Bus Drivers	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11
Monitors	\$ 10.42	\$ 10.42	\$ 10.42	\$ 10.42
School Bus Attendant	\$ 10.75	\$ 10.75	\$ 10.75	\$ 10.75
Library Clerk & Teacher Aides	\$ 10.81	\$ 10.81	\$ 10.81	\$ 10.81
Media Center Assistant	\$ 11.02	\$ 11.02	\$ 11.02	\$ 11.02
Ten-Month Typist	\$ 11.25	\$ 11.25	\$ 11.25	\$ 11.25
Ten and Eleven Month School Secretary	\$ 11.86	\$ 11.86	\$ 11.86	\$ 11.86
Twelve-Month School Secretary	\$ 12.11	\$ 12.36	\$ 12.61	\$ 12.86
A.V. Aide	\$ 12.55	\$ 12.55	\$ 12.55	\$ 12.55
Personal Computer Specialist Eleven-Month	\$43,614	\$43,614	\$43,614	\$43,614

*** The salary schedule set forth above in paragraph "a" reflects the changes to the starting hourly rate of pay for the Groundskeeper, Twelve-Month School Secretary, and Mechanic II positions described in paragraphs "b", "c", and "d" below.**

- h. The starting hourly rate of pay for Groundskeepers only, including the two currently employed by the District, shall be increased by twenty-five cents (\$.25) per hour in the 2012-2013 and 2013-2014 school years.
- c. The starting hourly rate of pay for twelve-month school secretaries only, including those currently employed by the District, shall be increased by twenty-five cents (\$.25) per hour in the 2012-2013, 2013-2014, 2014-2015 and 2015-2016 school years.
- d. The starting hourly rate of pay for the Mechanic II position, including each individual currently employed by the District as such, shall be increased by twenty-five cents (\$.25) per hour in the 2012-2013, 2013-2014, 2014-2015 and 2015-2016 school years.

e. Adjustments.

If an employee moves from a lower rated job classification to a higher rated job classification, he/she shall be compensated in the following manner: his/her current rate of pay plus the difference between the starting salary for the two (2) job titles in question.

Section 4. Appropriate notices must be given at least five (5) days in advance of any changes in shift or work week except in case of emergency.

Section 5. An employee may be excused from overtime duty if he/she presents a reason, satisfactory to the supervisor, with his/her request to be excused.

Section 6. Bus drivers, monitors, and teacher aides, are hereby guaranteed that their wage schedule for a school year shall not be less than their hourly rate times annual hours worked in the calendar for pupil attendance adopted by the Board of Education prior to the commencement of the school year.

Section 7. All pay will be in accordance with the per hour rate times the hours worked, payment to be made in accordance with the school calendar. This will include all ten (10) month employees, (bus drivers, monitors, and teacher aides).

The ten (10) month secretarial personnel will be paid in accordance with the above regulations, i.e., hours worked times number of days within yearly school calendar times rate per hour, plus additional time before school begins and after school ends, to be calculated as a total salary and then divided by the number of pay periods contained within that particular school year. This will provide a payroll in accordance with the payroll schedule adopted for the school year, developed July 1 for the succeeding school year. (Additional days, Article IX, Section 2)

Section 8. Effective July 1, 1990, each ten (10) month employee (excluding 10-month Bus Drivers), who does not now have the benefit of receiving his/her annual salary in equal installments throughout his/her work year shall have the aforementioned salary divided by the number of pay periods in his/her work year and distributed to the employee in an equal dollar and cent amount each pay period of that work year. Adjustments for any days off shall be made in the first paycheck immediately following the days off. Any further adjustments which must be made, due to irregularities in employment, scheduling, etc., shall be made from the last paycheck of the year.

Section 9. Each ten (10) month employee, excluding bus drivers, shall designate, on or before the opening day of school, one (1) of the following payment plans which will remain in effect throughout the employee's school year.

The annual salary will be divided into twenty-six (26) equal payments. The annual salary will be divided into twenty-one (21) equal payments. Those employees not specifying either option will be paid in twenty-one (21) installments.

Section 10. Time and a half rates will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Notwithstanding the foregoing, however, in the event an alternative work schedule is developed and agreed upon between both parties to this Agreement, which alternate schedule provides for working longer hours per day and fewer days per week, the parties agree to waive the foregoing overtime payment provision.

Section 11. All employees who are called out for extra emergency work shall be compensated a minimum of two (2) hours per day. Work shall include early dismissal days for transportation department employees in accordance with Arbitrator John G. Watson's award dated July 16, 2010.

Section 12. For determining eligibility for overtime pay, all paid leave shall be credited as days worked for the purpose of computing overtime pay.

Section 13. With the mutual consent of the employee and supervisor, a scheduled work shift shall not be curtailed because of early call out.

Section 14. If an employee is assigned to perform work in a job classification which is higher than his/her own for a consecutive period of three (3) working days or more, he/she shall be paid pursuant to the following calculation: his/her current rate of pay plus the difference between the starting salaries for the affected positions for all time worked in such classification.

Section 15. If an employee is assigned to perform work in a job classification which is lower than his/her own, he/she shall continue to be paid at his/her own present rate of pay.

Section 16. All part-time employees (defined as individuals working less than twenty (20) hours per week), as well as all full-time employees who have not completed one (1) year of service prior to July 1st of any particular year, shall not be entitled to any changes in their job salary until reaching their first anniversary of employment.

Section 17.

- a. **Transportation** - New employees of the Transportation Department, required to complete the School Bus Basic Course (30 clock hours) and who are hired on or after August 4, 2001 as a full-time, part-time, or substitute employee, will be reimbursed at their hourly rate at the time of hire. In order to receive payment, the employee must submit a certificate of completion and have completed no less than 100 hours or 90 work days for the District.
- b. Each Bus Driver and Bus Attendant shall be paid for all time spent in the following 19-A activities: Annual physicals, driving tests, physical performance tests and refresher courses.

Section 18. Effective July 3, 2009, the following positions shall be full-time, twelve-month positions, with the applicable benefits:

- One Elementary School Secretary
- One Middle School Secretary
- One High School Secretary (currently twelve-months)

Should the current employees holding these positions leave District employment for any reason, there is no obligation for the District to continue these as full-time, twelve-month positions. Should circumstances require reductions in positions and/or number of hours worked, this provision will automatically be reopened for further negotiations by the parties to this Agreement.

Section 19. Bus Drivers and Bus Attendants shall receive a minimum of two (2) hours pay for each run worked, including summer runs and extra trips.

ARTICLE VII

Insurance

Section 1. Health Insurance

1. The School District agrees to participate in a joint contributory health insurance program with all employees of the School District.
2. The joint contributing percentage rate will be as follows:

i) Individual	Board – 100%	Employee – 0%
ii) Family	Board – 85%	Employee – 15%

3. Effective July 1, 1991, CSEA Members are covered by the Chautauqua County School Districts Medical Benefits Plan. (1) In addition, the drug rider program currently offered by the Chautauqua County School Districts Medical Benefits Plan shall be granted the CSEA Bargaining Unit. (2) No other rider shall be granted to CSEA which is not already enjoyed by CSEA.
4. The employee's share of the premium will be deducted in twenty-six (26) equal payments from the salary of twelve (12) month employees and in twenty-one (21) equal payments from the salary of ten (10) month employees.
5.
 - a) Major medical coverage shall be provided as per the Contract for Chautauqua County School Districts Medical Plan.
 - b) Effective July 1, 2006, the major medical deductible will change to \$100-single, \$200-family.
6.
 - a) The employee will be responsible for a Ten Dollar (\$10.00) co-pay on the prescription drug option of the Chautauqua County School Districts Medical Benefit Plan for generic drugs and a Twenty Dollar (\$20.00) co-pay for name brand drugs, without rollback and including step therapy.
 - b) Effective July 1, 2006, the rollback provision of the prescription program will be eliminated.
7.
 - a) Effective with an open enrollment period (to be determined by the parties) in the fall of 2004, a POS Plan will be available through the Chautauqua County School District's Medical Health Plan to all employees at their option. The POS plan will be based on a \$7.00 generic and \$15.00 name brand drug card. Joint contributing percentage rate will be as follows:

Single	Board – 80%	Employee – 20%
Family	Board – 80%	Employee – 20%
Two-Person	Board – 80%	Employee – 20%

- b) Effective with an open enrollment period (to be determined by the parties) in the fall of 2004, in addition to the POS Plan being offered by the District, the District would also offer a PPO Plan through the Chautauqua County School District's Medical Health Plan as an option to CSEA members. The PPO Plan will be based on a \$7 generic/\$15 name brand drug card. Joint contributing percentage rate will be as follows:

Single	Board – 80%	Employee – 20%
Family	Board 80%	Employee – 20%
Two-Person	Board – 80%	Employee – 20%

8. For those employees hired by the Board of Education subsequent to October 22, 1990, the annual contribution of the Board of Education to the Health Insurance Plan shall be limited as follows:

	Year One Dist/Individual	7/1/05-6/30/06 Dist/Individual	7/1/06-6/30/07 Dist/Individual	7/1/07-6/30/08 Dist/Individual
Family Plan	70% / 30%	75% / 25%	80% / 20%	85% / 15%
Single Plan	62% / 38%	69% / 31%	77% / 23%	85% / 15%

The employee shall assume all applicable health insurance costs in excess of these amounts on a monthly basis for the term of this Agreement.

9. For those employees hired by the Board of Education subsequent to the ratification date of this agreement, the annual contribution of the Board of Education to the Health Insurance Plan shall be 80% paid by the Board, 20% paid by the employee regardless of level of plan (individual, 2-person or family). The employee shall assume all applicable health insurance costs in excess of these amounts on a monthly basis for the term of this Agreement.

Section 2. Retirement

1. Those unit members who have been employed by the District for ten (10) consecutive years or more immediately preceding their retirement, and who are eligible to retire under the terms of the New York State Employees Retirement System ("ERS"), or who would have been eligible to retire under the ERS, had they elected to participate in the Retirement System, shall be entitled to participate in the District Health Insurance Plan, as provided in Section 1 of Article VII, pursuant to the following:
 - a. The District agrees to pay seventy-five percent (75%) of the cost of the health insurance premium for the retiree for either a single, two-person or family plan, whichever is appropriate, for a period of not more than 10 years from the date of retirement;
 - b. The retiree, upon reaching their 65th birthday shall be enrolled in Medicare and the district's contribution shall be limited to no more than seventy-five percent (75%) of the cost of a supplemental plan or a Medicare Advantage plan for the balance of the ten (10) years stated above;
 - i. If the retiree has a family plan upon reaching their 65th birthday and enrolling in Medicare for the balance of the ten (10) years as stated in paragraph "b." above, but the retiree's spouse is not yet eligible for Medicare, the family plan shall be converted to a single plan provided by the District. The District shall continue to pay seventy-five percent (75%) of the cost of the

single plan for the retiree's spouse for the balance of the ten (10) year period, or until said spouse reaches their 65th birthday, at which time the spouse shall enroll in Medicare and the district's contribution shall be limited to no more than seventy-five percent (75%) of the cost of a supplemental plan for the balance of the ten (10) years stated above.

- c. If and when health insurance plans change for active employees, the retiree plans shall also change;
- d. The retiree's failure to meet any of the above stated conditions, shall result in the termination of the retirees participation; and
- e. If the retiree's spouse is eligible for district health insurance also, only one person can have family coverage or each person may have a single plan. Further, the other spouse, if still employed by the district, shall not be entitled to the buyout by the district if he or she elects not to take health insurance as stated in Section 1 of Article VII.

Section 3. Vision Care Plan

The District shall provide optical coverage as contained within Chautauqua County School District's Medical Health Plan (Vision Plan B) with an open enrollment period to be determined by both parties.

The joint contributing percentage rate for such coverage will be:

Single	Board - 80%	Employee - 20%
Family	Board - 80%	Employee - 20%

Section 4. Option in Lieu of Health Insurance

- a. Employees who qualify for Health Insurance, may elect not to enroll in the District's Health Insurance Coverage Plan or to resign from the District's Health Insurance Coverage Plan and in consideration therefore shall receive a payment upon proper notice given to the District by March 31st of the preceding year as detailed below:

Current Employees

1. Single Dropping Coverage	\$500.00/year
2. Family Dropping Coverage	\$700.00/year
3. Family Downgrade to Single then drop	\$500.00/year \$200.00/year

New Employees

1. Declining Coverage	\$600.00/year
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Effective July 1, 1996, the monies referenced under Current Employees 1-2-3 and New Employees 1 will be prorated for the part of the year insurance coverage was not provided.

Re-entry into Plan at any time if circumstances beyond the control of the employee are present pursuant to the rules of the Chautauqua County School District's Medical Benefit Plan.

b. Payment for those Exercising Option:

1. Active employees only are eligible for payment.
2. Employees electing this option shall have the following choices:
 - a. Payment shall be made by separate check on the last regular pay day of each year; or
 - b. Payment directly into the 125 Flexible Benefits Plan as found in Article VIII of this Agreement; or
 - c. The employee may elect a combination of a and b above.

- c. **Pre-existing Conditions:** Health care coverage will resume according to the provisions of the Chautauqua County School District's Medical Benefit Plan subject to the pre-existing rules of the Chautauqua County School Districts' Medical Benefit Plan.

An employee hired by the District on or after July 1, 1994 would not be eligible for the option provided in this section if his/her spouse is currently employed by the District and maintains family coverage through the District.

ARTICLE VIII

Flexible Benefits Plan

Section 1. The District shall be responsible for the administrative cost of the Flexible Benefits Plan. The District in its sole discretion shall make the decision as to the administrator of the Flexible Benefits Plan.

Section 2. For the 2013-2014 plan year (October 1, 2013 through September 30, 2014), the District will contribute \$300.00 for each employee in the bargaining unit who is also eligible for health insurance to a Flexible Spending Account for any medical, dental, optical, prescription, or related unreimbursed medical expenses incurred during the 2013-2014 plan year as provided for in the Flexible Spending Account 125 Plan. The District will continue to contribute \$300.00 to the Flexible Spending Account to such employees for each successive plan year for the duration of this Agreement.* Eligible employees may elect to purchase dental insurance through the District by utilizing the aforementioned District contributions toward the Dental Insurance premium in lieu of the Flexible Spending Account and by paying the balance of such Dental Insurance premium.

*For the duration is not sunset.

ARTICLE IX

Holidays

Section I. All offices and departments of the Board of Education shall be closed, as the Board adopted calendar determines, on the following holidays, except as the Superintendent of Schools may determine such closing to be contrary to the best interest of the Board:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24
July 4	Christmas Day
Labor Day	December 31

Employees employed on the calendar month basis and full-time hourly rate employees shall be granted those holidays without loss of pay, provided the employee worked the normally scheduled workdays immediately preceding and following each holiday. Employees absent for verified personal illness, paid vacation, personal leave or for other reasons acceptable to the District Superintendent of Schools, on either day immediately preceding or following each holiday, will be considered as having worked those days for the purpose of determining eligibility for holiday pay.

Holiday pay shall not be paid to laid off employees.

Employees required to work on a holiday, shall be paid for that holiday. Additionally, they shall receive one and one-half times his/her regular rate of pay for all time worked on said holiday(s).

Section 2. Ten (10) month office employees shall work the five (5) work days before school opens and the five (5) working days after school closes and the days school is in session only, with the exception of Superintendent conference days which shall be considered regular work days.

Section 3. Twelve (12) month office employees shall be governed by the regular agreement.

ARTICLE X

Vacations

For all employees on a twelve (12) month basis, the vacation schedule is as follows:

Section 1. At the time of hire, new full-time, twelve-month employees shall be credited with the following vacation days:

- Employees hired between July 1st and December 31st shall be credited with two (2) days vacation leave; and
- Employees hired between January 1st and June 30th, shall be credited with one (1) day vacation leave.

An employee hired after the start of the fiscal year will receive a prorated share of five (5) vacation days which will be credited to him/her on the first July 1st following his/her date of hire. Employees shall be credited on July 1st with vacation time earned during the preceding year. For purposes of this section, a fiscal year is defined as July 1st through June 30th.

Example: An employee is hired on January 1, 2013. They will be credited with one (1) day of vacation leave. On July 1, 2013, the employee shall be credited with prorated vacation leave of two and one-half (2 ½) days. On July 1, 2014, the employee shall be credited with five (5) vacation days.

Section 2. After three (3) years of work, an employee will receive two (2) weeks vacation. An employee will receive one (1) bonus vacation day per year after three (3) years of work up to total maximum vacation period of twenty (20) working days.

Section 3. After fifteen (15) years of work, an employee shall receive one (1) additional day vacation.

Section 4. After twenty (20) years of work, an employee shall receive one (1) additional day vacation.

Section 5. Personnel who have worked for the District at least five (5) years on a part-time or ten (10) month basis, will, if employed on a full-time twelve (12) month basis, receive vacation credit prorated according to the amount of actual time worked prior to being placed on a twelve (12) month full-time basis.

Section 6. When the School System is officially closed due to unusual snow conditions or other emergency situations, the regular rates of compensation will be paid to all employees. Those whose services are required shall have such time added to their vacation entitlement.

Section 7. In the event of termination, death, or retirement, an employee or his/her beneficiary shall receive all unused vacation days at the rate of pay he/she was receiving when one of the above events occurred.

Section 8. Employees will be allowed to accumulate up to fifteen (15) vacation days past the current twelve (12) months for an additional three (3) months for a total of fifteen (15) months, said vacation days to be taken at the rate of pay applicable when the vacation days were accrued, and not the rate of pay applicable when the vacation days are taken.

ARTICLE XI

Leaves

Section 1. Each employee shall receive leave days at the beginning of each school year for the purpose of sick leave and personal leave subject to the following:

- a. Twelve (12) month employees shall receive 14 days.
- b. Eleven (11) month employees shall receive 13 days.
- c. Ten (10) month employees shall receive 12 days.

For ten (10), eleven (11) and twelve (12) month employees, this leave will be accumulative to two hundred (200) days. This increase in accumulation above the previous levels shall be gained only from sick days earned and credited and not used subsequent to July 1, 1990.

Section 2. Sick leave will be allowed for personal illness, or sickness or death in the family, subject to the following restrictions:

- a. For acute illness in the immediate family* as defined below, not more than ten (10) days may be charged to sick leave annually by ten (10) month employees, not more than eleven (11) days may be charged to

sick leave annually by eleven (11) month employees, not more than twelve (12) days may be charged to sick leave annually by twelve (12) month employees. For purposes of this Section, acute illness shall be defined as any episodic incidence of illness or injury to a family member that would not ordinarily be covered by the Family Medical Leave Act (FMLA). For any sick leave by a unit member of five (5) or more consecutive days, the employee must provide a doctor's note indicating that their absence is due to their own or their immediate family member's illness or injury.

- b. All employees covered by this Agreement shall be covered by the same terms as enunciated in the Family Medical Leave Act (FMLA) and shall be allowed to use any sick leave standing to their credit to offset time spent on FMLA qualifying events thus securing pay to continue while on FMLA leave. Thereafter, in the event an employee does not have enough accruals to cover such leave, they shall be allowed the balance not to exceed twelve (12) weeks per event as unpaid leave in accordance with the provisions of the Family Medical Leave Act.
- c. For death and funeral in the immediate family* as defined below, not more than two (2) days bereavement leave shall be granted with pay for any one death. Thereafter, an employee may charge up to an additional eight (8) days against his/her sick leave accruals.
- d. For death and funeral of family members other than members of the immediate family* as defined below, not more than two (2) days be charged to sick leave annually.

*"immediate family" is interpreted as husband, wife, child, step-children, sister, brother, father, mother, mother-in-law, father-in-law, grandparents, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law and grandchildren, regardless of place of residence, and, in addition, any other member of the family unit living in the same household, no matter what the degree of relationship.

- e. **Sick Leave Donation Program.** Sick leave days are to be solicited by the Union on an ad hoc basis when needed by a seriously ill bargaining unit member or one who qualifies for Family and Medical Leave Act leave. The employees can be asked at that time if they wish to donate their sick leave days to assist a fellow employee. The use of sick leave donation days shall be subject to the following criteria:

1. An employee must be a permanent employee of the District;
2. An employee must be seriously ill, defined as an illness or recovering from an injury lasting greater than 15 days, or has a child or spouse with an illness or recovering from an injury lasting greater than 15 days.
3. An employee must have exhausted his/her own sick, personal, and vacation leave balances, and must be out of work for 7 unpaid calendar days before qualifying for the sick leave donation program.
4. A request to utilize sick leave from the sick leave donation program must be accompanied by a valid doctor's statement indicating that the employee is seriously ill, cannot perform his or her job duties, and when it is anticipated that the employee will return to work. If it is the spouse or child that is ill or injured, the valid doctor's statement must indicate that the patient is seriously ill, and when it is anticipated that the employee will return to work.
5. The maximum number of sick leave days an employee may donate in any given solicitation is two (2) days per employee per instance. If the seriously ill employee uses all sick leave days that have

been donated and still otherwise qualifies for donated days, he or she may re-apply for additional donations, however, only those employees who have not already donated the maximum two (2) days may donate up to the maximum two (2) days per employee per instance.

6. If it is the employee that is ill or injured, the employee must be off work for an off-the-job injury.
7. The donation must be in writing, dated and signed by the donating employee.
8. In no way may an employee use such donated time to be out of work for more than three (3) months, total or consecutive, including time unpaid and where accruals are used. This time may go beyond the school year in which the qualifying illness or injury first occurred but must be the same occurrence.

The process associated with the sick leave donation program shall be administered by the Union, shall not constitute a past practice, and is not subject to the contractual grievance procedures. Upon receipt of notification of sick leave donations, written donation forms dated and signed by the donating employee(s), and the applicable doctor's statement, the District will make the designated sick leave transfers, adjusting each participating employee's accruals as indicated on the information provided by the Union in order of date signed by the donating employee and as they are used. All donated time will be credited to the absent employee as needed and until no longer needed. The Union shall indemnify and hold the District harmless against all claims, demands, suits and liabilities of whatever nature arising out of the operation of the sick leave donation program.

Section 3.

- a. Effective January 1, 1992, prospectively only, sick leave shall be accrued at the beginning of the employee's work year (September 1st for ten (10) month employees, and July 1st for twelve (12) month employees).
- b. Effective January 1, 1992, prospectively only, all employees currently on the role shall be credited with six (6) days as of January 1, 1992 recognizing the sick days to be earned for the period January 1, 1992 to and through June 30, 1992.
- c. Based on the aforementioned effective dates, the parties agree that this method of accruing sick leave is prospective only, and fully recognize the past method of accruing sick days as proper under the terms of the contract, and further agree that there shall be no challenge of prior accruals on method of crediting same.
- d. A listing of the sick leave status of each employee shall be made annually during the month of October. The listing will be given to the President of the Southwestern Unit, Civil Service Employees Association, Inc., or his/her delegated representative.

Section 4. Personal Leave

- a. Personal leave is defined as absence from regular employment to take care of matters that normally cannot be transacted outside of the regular working day.

- b. Each school year, up to three (3) personal leave days can be used for personal business. With respect to the days requested, the arrangements shall be made to take into account the needs of the employee's assignments and school responsibilities. In each instance, the employees will complete the appropriate request form and secure the approval of his/her department supervisor and submit the approved request to the Office of the School Superintendent.
- c. When personal leave will not occupy the entire school day, employees are encouraged to arrange with their supervisor for partial leave.
- d. Any day of the school year can be requested for personal leave except for the first and last day of the school year and days immediately preceding and following the legally prescribed holidays and vacation periods. Exception to this policy shall be granted only upon approval of the supervisor.
- e. Five (5) days or more advance notice on the use of personal leave days shall be given to the supervisor, whenever possible. When advance notice cannot be given because of emergency, the procedure to be followed is that established for reporting sickness, except the permission must be secured personally from the supervisor.
- f. Division supervisor is to be construed as the Transportation Supervisor/Head Bus Driver, the Superintendent of Buildings and Grounds and the Building Administrator for the clerical employees.

Section 5. Employees required to do jury duty will be paid the difference between the pay they will be receiving as jurors and that to which they would regularly be entitled. This time will not be deducted from sick leave time.

Section 6. In case employees are required to be in court to testify for others, this time will be paid as sick leave provided sufficient sick leave has been earned.

Section 7. Days absent as the result of an accident while on the job, whether or not the accident is covered by Worker's Compensation, will be deducted from the employee's sick leave reserve. Such reserve shall be charged only for that portion in excess of the compensation payment.

Section 8. Persons unable to come to work due to sickness should make every effort to call in well in advance (at least one-half (1/2) hour) in order that a substitute may be obtained. A person who fails to call in will receive no pay for the time he/she is absent.

Section 9. **Unauthorized Absence** - Any employee absent from work for more than four (4) consecutive work days in a school year for reasons other than provided for in this Agreement and without permission of the Superintendent or the employee's immediate supervisor, will be subject to immediate termination.

ARTICLE XII

Retirement

Section 1. The District agrees to provide employees covered by this Bargaining Agreement a retirement plan known as a 75i in addition to the 41-j rider, the effective date for the 75i to be determined by the New York State Employees Retirement System.

ARTICLE XIII

Probation

Section 1. Probation will be governed by Civil Service Law.

Section 2. Employees already in the employ of the District but who transfer to a new area or receive a promotion will serve an eight (8) week probation period. If, during that time, they are discharged from the new position, they shall retain the right to return to the position held prior to transfer or promotion.

ARTICLE XIV

Seniority

Section 1. Jobs that become available in the District and which are applicable to non-teaching employees shall be posted for a period of five (5) working days. The notice posted shall include a description of the job including salary range and hours to be worked, and copies shall be given to the President of the Southwestern Unit CSEA or his/her designated representative.

Those employees who wish to apply for the vacant position shall do so by notifying the Superintendent of Schools in writing prior to the close of business on the fifth (5th) working day noted above.

Section 2. The Board of Education will make every effort to fill all vacant positions from the ranks of qualified personnel employed by the School District, if such apply for the position. If other qualifications are equal, seniority will be given priority provided implementation of this provision does not conflict with existing Civil Service rules and regulations.

The intent is to place the most qualified candidate in the position that is vacant.

Section 3. **Definition.** Departmental seniority is defined as length of continuous service within a department. An employee's seniority standing shall be determined by his/her first day of employment within each successive department. If an employee transfers from one department to another, he/she shall retain, but not accumulate, seniority in the department from which transferred.

Section 4. **Determination of Departments.** The following list shall constitute the departments referred to above:

DEPARTMENT	JOB TITLE
Maintenance	Maintenance
	Custodian
	Cleaner
	Head Custodian
	Groundskeeper
Transportation	Mechanic II
	Auto Mechanic Helper
	Bus Driver
	School Bus Attendant

Secretarial	Twelve Month School Secretary
	Ten Month School Secretary
	Ten Month Typist
	A.V. Aide (when current incumbent leaves this position it will be moved to Technology Section)
	Clerk II
Teacher Aide	Teacher Aide
	Library Clerk
	Monitor
	Media Center Assistant
Technology	Personal Computer Specialist

Section 5.

- a. The District and the Association shall jointly agree on the Seniority List as of the date of this Agreement, and annually thereafter, but no later than thirty (30) days after the beginning of the School Year. The district shall provide the Association with a tentative Seniority List, which Seniority List, if not challenged by the Association within thirty (30) days of receipt, shall become the Seniority List in effect for the ensuing twelve (12) months, except for changes due to new hires or terminations. The effective date of employment as determined by the Board of Education action shall be the sole determinative of Seniority.
- b. The parties agree that notwithstanding any other provisions of this Agreement, these provisions concerning Seniority shall not be subject to the grievance procedure or binding arbitration.

Section 6. Layoff and Recall Procedure.

Layoffs in the competitive class shall be handled pursuant to the provisions of Section 80 and 81 of the New York State Civil Service Law.

If layoff occurs within the Southwestern School District, in non-competitive and labor class positions, the employee(s) with the least seniority within the affected department(s) shall be the first to be laid off if the remaining employees possess sufficient fitness and ability to perform the duties of the positions which are retained.

If an employee has been laid off in accordance with the procedure indicated above, he/she may exercise his/her seniority to displace an employee with less seniority than he/she, in any department in which he/she maintains a position on the master seniority roster.

Employees in the non-competitive or labor class shall remain on the recall list for a period of four (4) years.

Recalls shall be in inverse order of layoff, except as efficient and continuous operations may require rehiring employees having special skills, experience or ability. The above sentence contemplates that the Employer may encounter a situation in which special skills are required to make the facilities operational before other employees could, in fact, resume their duties.

Employees on a preferred list or recall list shall have the right of first refusal to substitute for the position from which they were laid off, or for any position for which they are qualified, on a most to least senior basis.

An employee who substitutes or takes a temporary position in their former position or for any position for which they are qualified, shall receive the same rate of pay as received prior to the layoff plus any negotiated pay increases.

Section 7. Retention and Loss of Continuous Service.

- a. Continuous service includes only those periods when an employee is on the Employer's payroll and those periods when an employee is:
 - (1) On an authorized leave of absence.
 - (2) On a layoff of less than four (4) years.
 - (3) Absent from, and unable to perform the duties of his/her position by reason of a disability resulting from an occupational injury or disease incurred while performing his/her duties at Southwestern.
 - (4) Such other periods of service, if any, as the Civil Service law requires to be treated as part of the employee's continuous service.
- b. An employee will forfeit his/her seniority in the following instances:
 - (1) He/she voluntarily terminates his/her employment, unless he/she is reinstated within one (1) year.
 - (2) He/she is discharged for just cause.
 - (3) He/she is laid off for a period in excess of four (4) years.
 - (4) He/she is absent without cause or satisfactory explanation for a period of five (5) working days or more.
 - (5) He/she fails to accept a recall within five (5) working days after receiving proper notification by certified mail.
 - (6) If he/she accepts other employment while on an authorized leave of absence or sick leave.
 - (7) He/she fails to notify the Employer of any change in address or availability to perform service while on layoff.

Section 8. Miscellaneous Provisions.

Employees hired or appointed on the same date will be ranked alphabetically by the hiring official.

Section 9. Transportation Department.

a. **Definitions**

For purposes of this Section only, extra trips shall be defined as every trip but regular runs and overnight trips. Regular runs shall include:

AM/PM Run	Late Run	TEAM
BOCES Runs	Special Ed Consortium Run	Pre-K
Daily Out-of District Runs	Universal Pre-K	Bus Washing
Church School Run		Amish

b. **Extra Trips**

1. A roster for extra trips shall be established on the basis of seniority with the most senior driver at the top of the roster and each driver being listed thereafter in descending order of seniority.
2. Extra trips shall be selected/assigned on a weekly "pick of the week" basis by first offering the extra trip(s) to the most senior driver(s) and so on down the extra trip roster until all extra trips for that week have been distributed. This process shall be repeated each week with the rotation continuing on the extra trip roster through the last Friday of the month. On the last Friday of the month, the roster will revert back to the most senior driver(s).
3. If the most senior driver refuses a trip, or is unavailable, i.e. is already scheduled for personal leave or for work that would put them in overtime status for the particular week when the extra trip occurs, the trip will be offered to the next most senior driver. At any time a trip would put a driver in overtime status, that driver is precluded from taking the trip, and the rotation will proceed down the extra trip roster until an available driver is willing to accept the trip. Should the extra trip roster be exhausted without securing a willing and available driver, or the trip would put all willing and available drivers into overtime status, the most senior driver(s) will be offered the trip regardless of whether the trip will put him or her in overtime, unless he or she refused the trip for a reason unrelated to his or her overtime status. The rotation will proceed down the extra trip roster until an available driver is willing to accept the trip regardless of overtime before offering the trip to a substitute driver.

c. **Overnight trips**

Overnight trips shall be assigned separately from other extra runs as follows:

1. To be placed on the overnight trip roster, a bus driver must have been employed by the District for a minimum of ten (10) years as a full-time bus driver.
2. A roster for overnight trips shall be established on the basis of seniority with the most senior full-time bus driver at the top of the roster, and each full-time driver with at least ten (10) years experience being listed thereafter in descending order of seniority.
3. The overnight trip roster will be administered on a strictly rotational basis, commencing with the most senior full-time driver. If the most senior full-time driver refuses an overnight trip, the trip is offered to the next senior full-time driver and so on down the roster until a driver is willing to accept the trip. The next overnight trip shall be offered to the next senior driver where the overnight roster has left off.

d. **Last Minute Trips**

Last minute trips shall be selected/assigned, as is the current practice, on a strictly rotational basis. Last minute trips shall be defined as an extra trip that is requested after the weekly extra trip assignment meeting. If at any time a trip would put a driver in overtime status, as determined by the Head Bus Driver, that driver is precluded from taking the trip, and the rotation will proceed down the roster until an available driver is willing to accept the trip. Should the extra trip roster be exhausted without securing a willing and available driver, or the trip would put all the willing and available drivers into overtime status, the most senior driver(s) will be offered the trip regardless of whether the trip will put him or her in overtime, unless he or she refused the trip for a reason unrelated to his or her overtime status. The rotation will proceed down the extra trip roster until an available driver is willing to accept the trip regardless of overtime before offering the trip to a substitute driver.

e. **Regular Runs**

All drivers may bid on one (1) or a combination of the above regular runs as established by the District, with the most senior driver given first bid, the next most senior driver given the second bid, and down the seniority list until all runs are selected. The District will establish these runs by the end of September each year, with the bidding taking place by September 30th. New regular run assignments shall be effective on the Monday closest to October 15th of each year. These runs will become permanent runs for the school year for each driver. If a driver's employment is terminated during the school year for any reason, a new hire shall take over the run the terminated driver vacated with no new bidding or bumping. The driver shall be responsible for the run he selected until the new assignments are in effect during October of the following school year.

The District retains the right to establish, change, modify or eliminate any bus runs. Regular bus route time will be established each September for the year, and will not be changed during the year regardless of whether the route is altered. This time will be established by the Supervisor and will be calculated from the time the bus leaves the garage until it returns, including required pre- and post-trip inspections.

Should a regular run be discontinued, a driver with more seniority can "bump" a driver with lesser seniority.

Bus drivers, bus monitors, and the bus mechanic shall be paid for their actual time worked in accordance with the time clock.

- f. The District recognizes that some bus drivers are assigned the duty of washing the buses. Such duty shall be included as a regular assignment along with regular runs. Bus washing is bid as a regular assignment pursuant to paragraph A above. However, should the employee be unable to work any day for any reason, the pay for that day would not include pay for time regularly spent washing buses as is the current practice.

g. **Reimbursement of Bus Drivers and Bus Monitors for Meal Expenses**

1. The District agrees to reimburse bus drivers and bus monitors for meal expenses incurred while working field trips and sports trips that exceed twenty-five (25) miles one-way and/or three (3) hours in total length as measured from 600 Hunt Road, Jamestown, New York 14701 to the drop off

location, and overnight trips only. Should normal mealtime occur during qualified trips, the bus driver shall be entitled to reimbursement up to the following limits:

<u>MEALS</u>	<u>DOLLAR LIMIT</u>
Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$15.00

The employee shall be responsible for any expenses exceeding the above stated limits. Further, the District is tax exempt and therefore, does not reimburse sales tax.

Moreover, said reimbursements shall be taxed as required by applicable federal and state law. When a reimbursement is taxable, it shall be paid in an employee's paycheck and reported on said employee's W-2 form and/or in any other appropriate methods required by law.

2. In order to obtain reimbursement of actual, necessary and reasonable meal expenses within the above referenced limits, an employee must submit to the District's Business Office within ten (10) business days of incurring said expense:
 - a. a completed claim form (6160F.1) provided by the District's business office;
 - b. all original itemized receipts with the merchants name conspicuously identified thereon for each expense that the employee is requesting the District reimburse; and
 - c. a "Google Maps" print out depicting the distance of the trip during which the expense was incurred.

ARTICLE XV

Special Provisions

Section 1. The Board of Education encourages school employees to attend workshops appropriate to their job. The Board will pay the costs for designated employees to attend workshops when the supervisor requests their attendance.

Section 2. Every attempt will be made to issue General Appointment Notices to include number of days and hourly rate or salary of each employee, to be issued by August 1 of each year.

ARTICLE XVI

Grievances

Section 1. A Grievance may be filed by an employee with regard to application, or interpretation of this Agreement in accordance with the following procedure.

Section 2. A Grievance is defined as a claim by a member or group of members of the Bargaining Unit that a provision of this Agreement has been violated. Grievances must be filed at Step 1 of the Grievance

Procedure (cited below) within ten (10) working days from the time of the alleged violation of this Agreement. A Grievance not so filed will be considered waived and void.

Procedure

Section 1. Step 1

Written presentation by the aggrieved to his or her immediate supervisor - to be answered within five (5) working days.

Section 2. Step 2

Written presentation to the School Superintendent or his/her designee. The presentation will include the name and position of the aggrieved party, the alleged violation of the labor agreement by Article and Section number, the time when and the place where the alleged events or conditions constituting the grievance occurred, the identity of the party responsible for causing the said events or conditions, and a general statement of the nature of the grievance and the redress sought by the aggrieved party, to be answered within five (5) working days.

Section 3. Step 3

Hearing before the elected Board of Education (within same provisions as stated in Step 2).

Note: In each of the above steps, and upon receipt of an answer, the aggrieved will advise the Board or Administrator within five (5) working days if he or she wishes to refer the grievance to the next succeeding Step. Any grievance not so referred will be considered closed. If the answer is not received within the prescribed time by the employee who has filed the grievance, the grievance shall be ruled in favor of the aggrieved.

Section 4. Step 4

Binding Arbitration

- a. The aggrieved party will file with the American Arbitration Association, or if both parties agree, with the Public Employment Relations Board (PERB), within five (5) working days if the aggrieved party wishes to progress to binding arbitration. Proof of filing must be presented to the Board or Administrator. A grievance not so referred will be considered closed.
- b. An arbitrator shall be selected from a list of arbitrators submitted by the American Arbitration Association or the Public Employment Relations Board, if applicable. Each party shall strike an equal number of names from the aforementioned list until two (2) names remain. The A.A.A. or PERB, if applicable, shall choose an arbitrator from the remaining two (2) names. The parties shall convene within fifteen (15) working days after the initial list is received from the A.A.A. or PERB, if applicable, to carry out the procedure indicated above. The decision of the arbitrator shall be binding on both parties.
- c. In the event that the parties are unable to agree on an arbitrator, then and in that event, an arbitrator shall be selected under the rules of the American Arbitration Association multiple panel selection procedures, or the rules of PERB, if applicable. The arbitrator's decision shall be rendered within

thirty (30) days after such hearing. The arbitrator shall not have the power to alter, amend or rescind any term of this Agreement.

Expenses of the arbitrator shall be borne equally between the parties.

- d. A decision by the aggrieved party and/or his/her representative to proceed to Step 4 of the Grievance Procedure binding arbitration shall constitute a waiver of any right to pursue a separate and concurrent remedy other than appeals, if any, of the arbitration finding before any court or administrative agency.

ARTICLE XVII

General Provisions

Section 1. The provisions of this Agreement shall be applied equally to all individuals covered by this Agreement without discrimination to sex, age, race, color, creed or national origin. All references to individuals in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female.

Section 2. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

If a determination or decision is made as per Section 2 of this Article, the parties to this Agreement shall convene within a reasonable time to consider these changes.

Section 3. All existing rules, regulations, practices and benefits established by the Employer unless specifically excluded by this Agreement shall remain in full force and effect during the life of this Agreement.

Section 4. Anything mandated by the State over and above this Contract shall be considered part of the Agreement.

Section 5. This Agreement may be amended by mutual consent of the Board of Education and the Southwestern Unit, Local 807, C.S.E.A., Inc. A.F.S.C.M.E., Local 1000. Either party desiring changes in this Agreement shall notify the other party of its intent in writing with the proposed changes listed by March 1 of any year that it would like to propose changes. Negotiations will begin as soon as practicable thereafter. Any provisions of this Agreement for which there are no proposed changes, will automatically remain in effect for the following year.

Section 6. Except for the period during which a new contract is being negotiated, this Contract shall be reopened only by the mutual consent of both parties.

Section 7. Employees hired on or after the execution date of this Agreement who work twenty (20) hours or more per week shall be entitled to the health insurance program, at the contractual contribution rates, and shall be entitled to personal days and sick leave days in the negotiated Agreement, and such other benefits as apply.

Section 8. All present employees covered by this Bargaining Agreement shall receive all benefits delineated in the present Agreement, i.e., grandfathered in.

Section 9. The District recognizes its responsibilities pursuant to the terms of the Taylor Law to negotiate any decision to subcontract work currently being performed by bargaining unit employees. The Union recognizes the District's need to employ other services from time to time. The parties recognize the right of the District to share services with other municipal entities as allowed by law, and to accept donations of services from outside groups, including, but not limited to chartered buses, if said sharing of services or donation of services does not result in a reduction of the number of bargaining unit employees or the number of hours normally worked by said employees.

ARTICLE XVIII

The Unit President or the Unit President's designee shall be permitted twenty-four (24) hours leave time per Contract year for union business. Such leave time shall not be charged to the employee's accrual.

Employees covered by this agreement who serve on a CSEA negotiating team shall suffer no loss of pay or have time charged to their accruals if negotiations take place during the course of his/her work time.

ARTICLE XIX

Those employees not receiving a paid lunch period may leave the building during their lunch period with the scheduling approval of their supervisor.

ARTICLE XX

Longevity Increments

Effective July 1, 2004, all employees, upon the completion of five (5) years of service shall receive a fifty dollar (\$50.00) annual longevity increment. This increment shall be paid on the first regular pay day following the employee's completion of five (5) years of service, except for those employees who have completed five (5) years of service on or before July 1, 2004, who shall receive the initial increment on the first regular pay day following his/her completion of annual years beyond the fifth (5th) year, and up to and including the tenth (10th) year.

Upon completion of ten (10) years of service, fifteen (15) years of service, twenty (20) years of service, twenty-five (25) years of service and thirty (30) years of service, the increment to the employee shall be increased each year by the amount set forth below and with the understanding that such amount shall be payable on the first regular pay day of each year.

Years of Service	Longevity Increment
5 - 9	\$50.00
10 - 14	\$100.00
15 - 19	\$200.00
20 - 24	\$300.00
25 - 29	\$400.00
After 30 years	\$500.00

It being the intent of this provision to provide for a single monetary payment each year, according to the schedule set forth above, which payment shall not be cumulative in nature.

ARTICLE XXI

Evaluations

Section 1. Each employee will be evaluated at least once every two years. Evaluations shall be conducted by administrative/supervisory personnel as indicated below:

DEPARTMENT	JOB TITLE	EVALUATED BY
Maintenance	Maintenance	Superintendent of Buildings & Grounds
	Custodian	Superintendent of Buildings & Grounds
	Cleaner	Superintendent of Buildings & Grounds
	Head Custodian	Superintendent of Buildings & Grounds
	Groundskeeper	Superintendent of Buildings & Grounds
Transportation	Mechanic II	Transportation Supervisor
	Auto Mechanic Helper	Transportation Supervisor
	Bus Driver	Transportation Supervisor
	School Bus Attendant	Transportation Supervisor
Secretarial	Twelve Month School Secretary	Building Principal
	Ten Month School Secretary	Building Principal
	Ten Month Typist	Building Principal
	Clerk II	Building Principal
	Typist II Assigned to Special Education	Director of Special Education
Teacher Aide	Teacher aide	Building Principal with input from assigned teachers
	Library Clerk	Building Principal
	Monitor	Building Principal
	Media Center Assistant	Building Principal
Technology	Personal Computer Specialist	Director of Technology
	A.V. Aide	Director of Technology

Section 2. The purpose of an evaluation shall be to assess job performance. Information from direct observation of the employee, from reports by supervisors and from technical examinations may be considered in the evaluation process. Any criticism of the employee's performance shall be accompanied by a suggested course of action to remedy the deficiency.

Section 3. A committee of CSEA members and members from the administrative team will cooperatively develop criteria for such performance evaluation, format, time lines and corrective actions.

Section 4. Prior notice will be given to an employee relating to the scheduling of an evaluation review session. The evaluation review will be conducted during the employee's regular working hours. At the

conclusion of the evaluation review session, a copy of the written evaluation will be signed by the employee indicating receipt of said evaluation. The signature does not mean that the employee agrees with the contents of the evaluation. Within fifteen (15) days of receipt of a written evaluation, an employee may submit a written response to the evaluation to be included in the employee's personnel file.

ARTICLE XXII

Tuition

The Board of Education Policy 7132 of Southwestern Central School concerning tuition for non-resident students shall be modified to provide the same benefits as enjoyed by teaching employees of the Southwestern Central School District to non-resident students of employees covered by this Agreement.

ARTICLE XXIII

Legislative Action

Section 1. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATURE BODY HAS GIVEN APPROVAL.

ARTICLE XXIV

Duration

Section 1. This contract shall become effective July 1, 2012 and remain in effect until June 30, 2016.

Section 2. In witness of this Agreement, the parties hereto, the President of the Board of Education for the Southwestern Central School District and the President of the Southwestern Unit, Local 807, C.S.E.A., Inc., A.F.S.C.M.E., Local 1000 have hereto affixed their names and seals this _____ day of _____ 2013.

SOUTHWESTERN CENTRAL SCHOOL DISTRICT

SOUTHWESTERN CENTRAL SCHOOL
DISTRICT UNIT 6312, CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME AFL-CIO

By: James Butler
Pres., Board of Education

By: Mark L. Sun
President

By: Maurice Donahue
Superintendent of Schools

By: Penny Gleason
Labor Relations Specialist

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**SOUTHWESTERN CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION**

-and-

**SOUTHWESTERN UNIT, CSEA, INC.,
AFSCME LOCAL 1000, AFL-CIO**

RE: SPECIAL NEEDS AIDE

.....The parties hereby agree to the following Stipulations:

1. The establishment of a position known as "Special Needs Aide" effective July 1, 1996.
2. Individual aides who serve in the position of "Special Needs Aide" will receive an additional thirty cents (\$.30) per hour to their current hourly rate (when working in the capacity of Special Needs Aide).
3. The "Special Needs Aide" will be utilized for a small number of identified students. It is assumed that the following circumstances will be present in order to qualify for the services of this type of Aide:
 - A. The student will be a full-time special education student as determined by CSE or physically disabled as defined by Section 504 of the Rehabilitation Act of 1973;
 - B. The student will be more physically impaired as opposed to motivationally or developmentally delayed;
 - C. The student will have long term conditions;
 - D. The Aide will be assigned predominately (but not exclusively) to the student with these significant long term physical needs.
4. In order to identify the need for such an Aide, the following threshold criteria must be met:
 - A. The student needs daily ongoing assistance for toileting, changing and necessary transfers to use the toilet; and/or
 - B. The student needs assistance in feeding and associated personal clean up.

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Memorandum of Understanding
Special Needs Aide
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In addition, secondary considerations which will reinforce the need for such an Aide are as follows:

The student also needs help with regards to: showering, brushing teeth, combing hair, being lifted/carried, being cleaned up after illness/incontinence, follow-up exercises and positioning to facilitate therapy goals back in the classroom/community.

5. The Special Needs Aide will not be responsible for attending to medical conditions of students. The types of conditions and activities which would not be addressed by the Special Needs Aides include, but are not limited to, shunts, bandages, intravenous feedings, medications and medication pumps or other devices, catheters and other procedures and equipment related to medical conditions.

SOUTHWESTERN CENTRAL SCHOOL
DISTRICT

By: Edmund J. Harvey
Superintendent

SOUTHWESTERN UNIT, CSEA, INC.,
AFSCME LOCAL 1000, AFL-CIO

By: Sheryl A. Ramsey
President

By: Richard K. Maglio
Collective Bargaining Specialist

Dated:

September 24, 1998

Dated:

September 24, 1998

cc: wls@scsd.net

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

SOUTHWESTERN CENTRAL SCHOOL DISTRICT
BOARD OF EDUCATION

-and-

SOUTHWESTERN UNIT, CSEA, INC.,
AFSCME LOCAL 1000, AFL-CIO

RE: BUS MAINTENANCE CONTRACTS

WHEREAS, the District and the CSEA has previously entered into a Memorandum of Agreement, dated June 17, 1996, pertaining to the possibility of "contracting out" bus maintenance work (a copy of such Memorandum being attached hereto); and

WHEREAS, such Memorandum of Agreement remains in effect; and

WHEREAS, the parties have agreed to a modification of the aforesaid Memorandum of Agreement, NOW THEREFORE,

IT IS HEREBY AGREED by and between the parties that:

1. Should the District elect at some time in the future to contract out bus maintenance work, the CSEA will not object to the same; and

2. The District will guarantee the continuation of employment of any and all CSEA unit members who may be performing such work within the District under the same terms and conditions set forth in the Memorandum of Agreement between the parties dated June 17, 1996.

DATED: Sept. 24, 1998

SOUTHWESTERN CENTRAL SCHOOL
DISTRICT

By: Edmund J. Harvey

Edmund J. Harvey,
Superintendent

SOUTHWESTERN UNIT, CSEA, INC.,
AFSCME LOCAL 1000, AFL-CIO

By: George A. Ramsey

President

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

By: Richard A. Maggio

Richard A. Maggio,
Collective Bargaining Specialist

APPENDIX-B

BECKSTROM & PLUMB

ATTORNEYS AT LAW
202 WEST FOURTH STREET
JAMESTOWN, NEW YORK 14701
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CHARLES G. BECKSTROM*
JOHN K. PLUMB
ARDITH L. BALDWIN**

ALFRED G. FORD, OF COUNSEL

*ALSO ADMITTED IN MICHIGAN & PENNSYLVANIA
**ALSO ADMITTED IN MINNESOTA & VERMONT

June 7, 1996

Richard A. Maggio,
Labor Relations Specialist
C.S.E.A.
P.O. Box 162
Mayville, NY 14757.

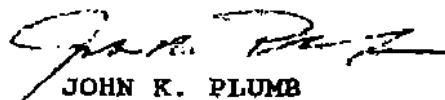
Re: Southwestern Central School District & CSEA
Memorandum of Agreement - Maintenance Personnel

Dear Dick:

Per your request of this date, I enclose herewith the original Memorandum of Agreement for execution.

Thank you.

Very truly yours,


JOHN K. PLUMB

JKP:ddm
Enc.

cc: Supt. Edmund J. Harvey

APPENDIX-B

MEMORANDUM OF AGREEMENT
between
THE SOUTHWESTERN CENTRAL SCHOOL DISTRICT
and
THE SOUTHWESTERN UNIT - CSEA, INC.
A.F.S.C.M.E., LOCAL 1000, A.F.L.-C.I.O.

WHEREAS, the District is presently considering the possibility of contracting out bus maintenance work currently performed by CSEA unit members; and

WHEREAS, the parties hereto have initiated discussions/negotiations concerning the decision to contract out such work; and

WHEREAS, such discussions/negotiations have been initiated as a result of a determination of the N.Y.S. Department of Labor concerning the safety of the employees currently performing bus maintenance work at the District facility; and

WHEREAS the parties have reached a mutual accord concerning this issue.

IT IS HEREBY AGREED by and between the parties that:

1. Should the District elect to contract out the bus maintenance work currently performed by two (2) unit members (i.e., Thomas Johnson and Joseph Evinczik), the CSEA will not object to the same; and

2. The District will guarantee the continuation of employment of the said Thomas Johnson and Joseph Evinczik, being the two (2) unit members currently performing such work

APPENDIX-B

within the District, at the same hourly rate such individuals receive at the time of execution of this document for a 40-hour work week and a 12-month year; such guarantee will be until their retirement and/or resignations, subject to all the normal obligations and responsibilities imposed upon them by law. The District acknowledges that increases in salary of the said individuals will be subject to future contract negotiations and that the said salaries are not in any way to be deemed frozen.

DATED: June 17, 1996

SOUTHWESTERN CENTRAL SCHOOL DISTRICT

BY: Edmund J. Harvey
Edmund J. Harvey, Superintendent

SOUTHWESTERN UNIT, C.S.E.A., INC.
A.F.S.C.M.E., LOCAL 1000,
A.F.L.-C.I.O.

BY: Sheryl A. Ramsey
President

CIVIL SERVICE EMPLOYEES ASSOC., INC.

BY: Richard A. Maggib
Richard A. Maggib
Collective Bargaining Specialist

Thomas Johnson
THOMAS JOHNSON

Joseph Evinczik
JOSEPH EVINCZIK

sw-bus-m.sgt
060596

MEMORANDUM OF AGREEMENT

between

THE SOUTHWESTERN CENTRAL SCHOOL DISTRICT

and the

CIVIL SERVICE EMPLOYEES ASSOCIATION

Although new Federal Regulations require drug and alcohol testing of certain employees, the Public Employees' Fair Employment Act requires the Southwestern Central School District ("District") and the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, Unit #6312 of CSEA Local 807 ("CSEA") to negotiate the impact of the new federal requirements. The District and the CSEA agree to the following alcohol and drug testing protocols.

Section 1. Tests for Drugs or Alcohol

Random Testing. The District shall select employees for random drug and/or alcohol testing in accordance with the Federal regulations. The District, upon request, shall provide the CSEA with a list of employees selected for testing on a quarterly basis, so that the CSEA may check the "randomness" of selection. The issue of "randomness" is not subject to grievance and arbitration procedures.

Reasonable Suspicion Testing. The District has the right to test an employee in the event it has a reasonable suspicion that an employee may have engaged in the use of drugs and/or alcohol. If disciplinary action is probable on the basis of a confirmed positive test result, the employee will be informed of his/her right to consult with legal counsel or a representative of CSEA. However, failure to provide that information will not preclude the District from taking appropriate disciplinary action.

Post-Accident Testing. When a post-accident test is required, the employee may consult with legal counsel or a CSEA representative, as long as counsel or CSEA representative can respond without causing any delay in the testing process. The failure to so consult shall not invalidate the test results nor preclude discipline based upon such test results.

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Section 2. Union Representation

The employee must report to the testing facility immediately upon being informed that he or she is subject to required testing pursuant to the federal regulations. The employee shall be afforded the opportunity to consult with legal counsel or a CSEA representative so long as such consultation does not delay the testing process. The District will not assume any responsibility to notify an employee of this right.

Section 3. Testing Procedures

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If a test result of the primary specimen is positive, the District shall immediately request that a qualified medical review officer direct that the split specimen be tested in accordance with federal regulations. An employee may contact the medical review officer prior to reanalysis of the split specimen.

Section 4. Payment of Wages

An employee shall be compensated at his or her regular rate of pay for time actually spent undergoing required drug and/or alcohol testing, even though such time is not considered hours worked because the District and covered employees are mandated under federal law to comply with testing requirements.

However, there will be no compensation for time spent undergoing return to duty or follow-up testing, or for any travel time to or from the testing facility beyond the normal time required for such travel. Furthermore, employees are not eligible for overtime or any other benefits on the basis of time spent submitting to testing, because such time is not considered hours worked as explained above.

Section 5. Call-In Procedure

At the time an employee is called to report to any duty other than regularly scheduled working hours, the employee may acknowledge the use of any alcohol or any drug or other substance which might impair the employee's ability to perform job duties. In such cases the employee will not be required to report to work. This section, however, shall not in any manner reduce, eliminate or otherwise affect any existing duty of employees to be reasonably available and capable of reporting to work without any drug or alcohol impairment.

Section 6. Evaluation and Treatment

Any costs involving initial testing or evaluation by the substance abuse professional selected by the District shall be borne by the District. All split sample, return to duty, and follow-up testing shall be paid for by the employee and will be on the employee's time without compensation from the District.

Upon a positive test result, the employee shall be afforded an unpaid leave of absence for follow-up testing and treatment on an in-patient or out-patient basis if directed by the Substance Abuse Professional, provided that the employee may use accumulated sick leave, vacation and/or personal time in accordance with the current collective bargaining agreement. However, this provision shall in no way preclude the right of the District to impose discipline against the employee pursuant to the District's existing disciplinary authority.

Reinstatement to the employee's position or an equivalent position may only occur upon the Substance Abuse Professional's certification that the employee has satisfactorily completed a rehabilitation program and upon recommended return to regular assignment. Department heads shall retain the right to assign and manage personnel in accordance with the Civil Service Law, the collective bargaining agreement, and existing managerial authority.

Section 7. Previous Policies and Procedures

In the event of a conflict, the federal regulations and this Memorandum of Agreement shall supersede previous policies and procedures pertaining to drug and alcohol testing.

Section 8. Copies of Agreement

The District shall provide each affected employee with a copy of this Memorandum of Agreement.

Section 9. Severability

If any provision of this Memorandum of Agreement conflicts with a statutory or regulatory provision or is declared inoperative by a court of competent jurisdiction, the remaining provisions of this Memorandum of Agreement shall

remain in full force. The parties shall thereafter meet within 90 days to renegotiate said negated clause.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement.

SOUTHWESTERN CENTRAL SCHOOL DISTRICT

5/29/96
DATE

BY: Edmund J. Harvey
Edmund J. Harvey, Superintendent

SOUTHWESTERN UNIT, CSEA, INC.,
LOCAL 1000, AFSCME, AFL-CIO,
UNIT 6312 OF CSEA LOCAL 807

5/29/96
DATE

BY: Sharon A. Ramsey
President

5/29/96
DATE

BY: Richard A. Mergie
COLLECTIVE BARGAINING UNIT SPECIALIST
CIVIL SERVICE EMPLOYEE ASSOCIATION